

ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD.
AMENDMENT TO OFFERING PLAN
AMENDMENT NO. 1

Below is contained a short summary of the Amendment to the Offering Plan already filed with the Department of Law of the State of New York.

Six (6) units have been developed and furnished for display purposes.

Six (6) units have been sold, leaving 143 units unsold.

Public and private roads have been completed to all units being sold.

Public water, gas, electric and sewers have been installed to all units sold.

OBLIGATIONS OF SPONSOR, Paragraph 13, Page 26 of the Offering Plan is changed to read as follows:

"13. Sponsor states that as-built plans and specs are in substantial compliance with the terms of the Offering Plan."

EXHIBIT A, DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS, ARTICLE IV, Section 2, Page 40 of the Offering Plan shall be changed to read as follows:

"Section 2. Operation and Maintenance of Common Areas by Developer and Association. After January 1, 1984, and after Association charges have been levied on one or more owners who have closed title to their homes, Sponsor will be obligated for the differences between the actual Association expenses, including reserves applicable to completed improvements as provided for in the Association budget, and the Association charges levied on owners who have closed title to their homes as projected in Schedule A of the Offering Plan. Such obligation shall continue until all the homes have been sold. The Association shall operate and maintain the common areas and provide the requisite services in connection therewith. Said maintenance shall also include, but shall not be limited to, the lake area, retention basins and drainage areas, and the continued monitoring of the quality of water within the lake.

EXHIBIT A, DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS, ARTICLE VII, Section 3, Signs, Page 46 of the Offering Plan is changed to read as follows:

"Section 3. Signs. No sign of any kind shall be displayed to the public view on any dwelling or Lot, except a one-family name sign of not more than one hundred square inches. A temporary sign of not more than two square feet, advertising the property for sale or rent, may be displayed in a window only, and only after one year after the last dwelling constructed by the Developer, or its successor, is conveyed. No such sign shall be illuminated, except Developer may install and maintain signs during the construction and selling stage."

There are no other facts or circumstances affecting the Homeowners Association except those changes described in this Amendment.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment the 23rd day of January, 1985.

ERIE VILLAGE, INC.

By: _____
Earl L. Oot,
President

ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 2

Below is contained a short summary of the Amendment to the Offering Plan already filed with the Department of Law of the State of New York.

Twelve (12) units have been sold and closed to date. Ten (10) units are under Contract of Sale and several are in the process of construction.

The Financial Statement of Erie Village, Inc., as of December 31, 1984, has been presented as prepared by Hall and Otis under date of March 11, 1985

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment the 20th day of August, 1985.

ERIE VILLAGE, INC.

By: 

Earl L. Oot, President

ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 3

Below is contained a short summary of the Amendment to the Offering Plan already filed with the Department of Law of the State of New York.

Thirty-one (31) units have been sold and closed to date. Eleven (11) units are under Contract of Sale and twenty-nine (29) units are in the process of construction.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment the 24th day of March, 1986.

ERIE VILLAGE, INC.

By: _____
Earl L. Oot, President

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 4

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Fifty-one (51) units have been sold and closed to date. Nineteen (19) units are under Contract of Sale and forty-seven (47) units are in the process of construction.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment the 21st day of October, 1936.

ERIE VILLAGE, INC.

By: Earl L. Oot
Earl L. Oot, President

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 5

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Seventy-six (76) units have been sold and closed to date. Twenty (20) units are under Contract of Sale and seventeen (17) units are in the process of construction.

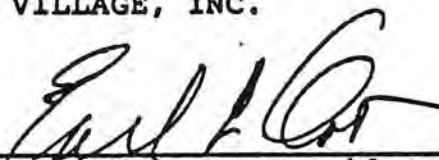
We are preparing to proceed with construction on Phase 7 and Phase 9. Public Sewers have been installed.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 15th day of May, 1987.

ERIE VILLAGE, INC.

By:


Earl L. Oot, President

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 6

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Ninety-eight (98) units have been sold and closed to date. Eighteen (18) units are under Contract of Sale and thirty-seven (37) units are in the process of construction.

The Financial Statement of Erie Village, Inc., as of December 31, 1986, has been presented as prepared by Hall and Murphy under date March 24, 1987.

The Sponsor controls the Board of Directors until July 1, 1989, or until 250 homes have been sold, whichever occurs first. To date, neither applies.

There has been no increase or decrease in the Association charges and our budget under date of July 1, 1984 remains the same.

We have proceeded with construction on Phase 7 and Phase 9.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 15th day of October, 1987.

ERIE VILLAGE, INC.

By: Earl L. Oot

Earl L. Oot, President

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 7

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

One hundred fifty (150) units have been sold and closed as of September 30, 1988. Eleven (11) units are under Contract of Sale and forty-four (44) units are in the process of construction.

The Financial Statement of Erie Village, Inc., as of December 31, 1987, has been presented as prepared by Hall and Murphy under date of September 29, 1988.

The Financial Statement of Oot Bros., Inc., as of December 31, 1987, has been presented as prepared by Hall and Murphy under date of June 1, 1988.

Oot Bros., Inc. is now the Sponsor of Erie Village Homeowners Association, Ltd., as Erie Village, Inc. has been dissolved and all of the assets of Erie Village, Inc. have been transferred to Oot Bros., Inc. There is no real change in the ownership other than by name, since the ownership of both corporations and the officers and directors are exactly the same. This change has been necessitated by the requirement of the New York State Tax Department that a developer non-builder is subject to accumulative gains tax.

The Sponsor controls the Board of Directors until July 1, 1989, or until 250 homes have been sold, whichever occurs first. To date, neither applies.

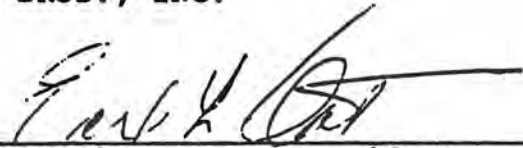
There has been no increase or decrease in the Association charges and our budget under date of July 1, 1984 remains the same.

We are preparing to proceed with construction on Phase 8. Public sewers have been installed.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 5th day of October, 1988.

OOT BROS., INC.

By: 
Earl L. Oot, President

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 8

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

OBLIGATIONS OF SPONSOR, new Paragraph 15, Page 26 of the Offering Plan is added to read as follows:

"15. Effective march 1, 1989, a new law goes into effect which grants to buyers of most newly constructed units a Housing Merchant Implied Warranty. The following is a brief summary of that law. The full text of the law appears at pages 26a, 26b and 26c.

1. Housing affected: Newly constructed single-family homes and cooperative and condominium units in buildings of five stories or less.

2. Coverage:

a) For one year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items not covered by code, the construction must be in accordance with locally accepted building practices.

b) For two years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

c) For six years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing) which make it unsafe or unliveable.

3. Not covered:

a) A defect not caused by defective workmanship, materials or design.

b) A patent defect which was obvious or would have been obvious upon inspection.

c) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

4. Notice:

Buyers must give notice of defects in their home in writing no later than 30 days after the end of the warranty period.

5. Limitation of the Warranty:

The Housing Merchant Implied Warranty can be limited. However, the limited warranty cannot permit construction which is below code or below locally accepted building practices, and the limited warranty time periods cannot be shorter than those described

above. In this Offering Plan the Housing Merchant Implied Warranty is not limited."

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 10th day of March, 1989.

OOT BROS., INC. .

By: Earl L. Oot
Earl L. Oot, President

ARTICLE 36-B

WARRANTIES ON SALES OF NEW HOMES

Section 777. Definitions.

777-a. Housing merchant implied warranty.

777-b. Exclusion or modification of warranties.

§ 777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

c. in the case of heating, cooling and ventilation systems: all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

§ 777-a. Housing merchant implied warranty. 1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. A housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

the contract or agreement by its terms clearly evidences a
implied warranty

4. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a written professional retained exclusively by the builder;

5. any latent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in section seven hundred seventy-seven-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in section seven hundred seventy-seven-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

§ 777-b. Exclusion or modification of warranties. 1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. A copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. A copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide

for example, that "There are no warranties which extend beyond the face hereof."

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

e. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

g. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

h. the identification of the names and addresses of all warrantors;

5. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home and survive the passing of title but may exclude any or all subsequent owners;

6. a statement of the products or parts covered by the limited warranty;

7. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage; and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy-seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in nonbinding arbitration or any mediation process;

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

6. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

§ 2

§ 2. Subdivision two of section two hundred thirteen of the civil practice law and rules, as amended by chapter four hundred three of the laws of nineteen hundred eighty-three, is amended to read as follows:

2. on action upon a contractual obligation or liability, express or implied, except as provided in section two hundred thirteen-a of this article or article 2 of the uniform commercial code or article 16-0 of the general business law;

§ 3

§ 3. This act shall take effect on the first day of March next succeeding the date on which it shall have become a law and shall apply to

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

REVISED AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 9

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Two Hundred One (201) units have been sold and closed as of March 31, 1990. Four (4) units are under Contract of Sale and seventy (70) units are in the process of construction.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1989, has been presented as prepared by Hall and Murphy under date of February 3, 1990.

There has been a slight increase in the Association charges due to increased costs, which is evidenced by Schedule A, attached to this amendment.

As of July 1, 1989, a Board of Directors was elected by the Homeowners and has been in place ever since. The ten Directors are as follows: Edward J. Sabol, Robert Burns, Mary Jane Harris, S. Elaine Fredenberg, J. Charles Gioia, Jean H. Murphy, Dorothy Namishia, Charles Riley, Michael Stern, and Robert Wilson. Earl L. Oot is the Sponsor's representative. A new election is scheduled for May 24, 1990.

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of Law to provide complete and updated information.

The Offering Plan is still in full force and effect.

We are proceeding with construction in Phase 5, 11A and 13A.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned, Sponsor has duly executed this Amendment this 26th day of April, 1990.

OOT BROS., INC.

By:

Earl L. Oot, President

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss:

On this 26th day of April, 1990, before me personally came EARL L. OOT, to me known, who, being by me duly sworn, did depose and say that he resides at Fayetteville, New York, that he is the President of OOT BROS., INC., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

SCHEDULE A

**PROJECTED SCHEDULE OF RECEIPTS AND EXPENSES
OF ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD.**

FOR YEAR COMMENCING JULY 1, 1990

**PHASES 1-5
7-9
11A & 13A**

PROJECTED INCOME

Maintenance Charges
(\$1176.00 Per Home Per Year Payable
Monthly, Based on 200 Homes) **\$235,200.00**

PROJECTED EXPENSES

Ground Maintenance (2) & (4) 50,640.00
Snow Removal (3) 21,600.00
Refuse Removal (5) 25,440.00
Insurance (6) 37,584.00
Accounting & Supplies (7) 816.00
Legal (8) 672.00
Home Exterior Maintenance (9) 64,392.00
Real Estate Taxes (10) 14,200.00
**Maintenance of Lake, Drainage
Channels & Swails (11) 1,344.00**
Lighting & Pumps (12) 5,952.00
Contingencies, Petty Cash (13) 11,760.00
**Monitored Smoke & Fire
Protection (14) 10,800.00**

TOTAL \$235,200.00

ESTIMATED MONTHLY COST PER HOME \$98.00

AMENDED FOOTNOTES TO MAINTENANCE SCHEDULE

1. In addition to income presented on this Schedule, each purchaser will be required to contribute \$100.00 to the Association's Reserve Fund at closing.
2. & The Association will be responsible for the Grounds
4. Maintenance, including maintenance of the private roads and driveways to the individual houses. The Homeowners Association has advised that the contribution will be increased to \$21.10 per month covering the estimated costs, as further related by letter of Controller under date of April 4, 1990.
3. The Association will be responsible for snow removal from driveways and common area walkways. Homeowners will be responsible for clearing snow from the walkways leading to their units. The Homeowners Association has advised that there will be no change in this expense.
5. The Homeowners Association has advised that the rubbish removal will be increased to \$10.60 per month. This reflects a substantial increase due to the fact that the County of Onondaga has changed its procedures for

collection. The existing contract provides for this collection until July 1, 1990. No firm estimate can be made at this date until the County of Onondaga sets a collection rate and advises the private contractor. It is expected that this new County requirement will also provide for separation of various materials before pickup. See letter of Controller dated April 4, 1990.

6. The Homeowners Association has advised that the insurance in existence will continue at the same cost and will not be changed during the coming year.

7., 8., 9., 11., & 13.

The Homeowners Association has advised that there will be no change and will continue at same cost and will not be changed during the coming year.

10. The Homeowners Association has advised that real estate expenses will be increased to a total of \$1.75 by reason of the fact that the Homeowners Association is now in title to a 35-acre lake which has been conveyed to the Homeowners Association. See letter of Controller dated April 4, 1990.

12. The Homeowners Association has advised the monthly charge will be increased to \$2.48, due to additional electric and

operation of pumps for aeration in the pond areas. See letter of Controller dated April 4, 1990.

14. The Homeowners Association advises that a monthly charge for monitoring will be increased to \$4.50 in accordance with a 5-year contract the Homeowners Association has entered into with NewChannels. See letter of Controller dated April 4, 1990.

OOT BROS., INC.



April 4, 1990

TO WHOM IT MAY CONCERN:

The Erie Village Homeowners Association has requested additional care of shrubbery, trees and landscaping in the Erie Village area. This additional service has increased the yearly cost by \$1,100.00 per year.

A refuge removal has been budgeted due to the estimate or proposal made by Rubbish Removal Inc. This company has indicated that they cannot quote an estimate following July 1, 1990, due to the County of Onondaga placing additional costs to the subcontractor by way of removing the refuge to a point out of the County of Onondaga. This service will be increased in cost as well as the possibility of separating the various materials within the refuge pickup. Both of these items will add to the cost of refuge removal and the cost related by the additional County expense will not be known before July 1, 1990.

Real Estate taxes have been increased on the Homeowners' area, amounting to \$1,200.00 per year. This includes a very large lake area, consisting of approximately 35 acres that has been turned over to the Homeowners Association.

The utility budget has been increased an additional \$5,832.00, due to pumps being included in the pond areas and the lighting set forth therein to help in the aeration of the water to keep it fresh and attractive.

A five-year agreement with Newchannels has been made raising the monitoring cost by \$1,800.00 per year. The Homeowners Association decided to change the contract previously dealing with the monitoring of the units to improve the service to the Homeowners, resulting in the increase of \$1,800.00 per year.

Very truly yours,


J. P. Maynard
Controller

JPM:ag



(8) The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

(9) Sponsors Earl L. Oot and Donald R. Oot are also Sponsors in a Homeowners Association filed with the State of New York with regard to Bacon Hill Homeowners Association. This HOA exists for the sale of lots only and does not have any structures constructed until after the closing and passing of title. Both Sponsors and principals in the foregoing Bacon Hill Homeowners Association are current in all financial obligations as individuals, general partners or principals.

(10) The Sponsors are no longer in control of the Board of Directors having relinquished control of the Homeowners Association on July 1, 1989.

SCHEDULE B

FINANCIAL DISCLOSURE as required by the Department of Law to provide complete and updated information.

1. Exhibit A, attached, lists the 500 units in Erie Village, with names of current owners, including the unsold units.
2. Unsold units do not bear a common charge until they are conveyed to the purchasers. All costs associated with unsold units, including maintenance, fire and liability insurance are paid by the Sponsor prior to conveyance to the ultimate customer.
3. The aggregate monthly rents received from tenants of all units owned by the Sponsor is for Unit 124, in the amount of \$88.92. This unit is the only unit that any of the Sponsors have individual control of and are renting on a month to month basis. Sponsor's daughter lives in Unit 124 and pays her respective charges.
 - (4) There are no financial obligations to the Homeowners Association that will become due within the next twelve (12) months from the date of the amendment other than the common charges for Unit 124, including but not limited to reserve and working capital fund payments and payments for repair and improvement obligations.
 - (5) A list of all unsold units which are subject to mortgages are as shown on the list supplied for (1) above. A mortgage in the outstanding balance of \$297,000.00 is owing to Merchants National Bank and Trust Company of Syracuse, 216 South Warren Street, Syracuse, New York 13202. This mortgage has interest only payable monthly at the rate of 10 1/2% per annum with payments of \$9,000.00 due upon the sale and closing of each of the units to the ultimate purchaser. This loan matures when all of the payments are made in accordance with the paydown of \$9,000.00 per unit as closed.
 - (6) The Sponsors have adequate monetary resources in their own name to meet any financial obligation to the HOA, including common charges, reserves, working capital fund payments and payments for repair and improvement obligations.
 - (7) The Sponsor of all unsold units is current on all financial obligations under the Offering Plan, including, but not limited to, maintenance or common charges, reserve or working capital fund payments, assessments, and payments for repairs or improvements promised in the plan. The Sponsor of unsold units is current on payments of underlying mortgages and loans for which units have been pledged as collateral or mortgaged. The Sponsor, as owner of unsold units, is current with regard to all obligations and has not in the past had past due accounts during the year prior to the filing of the amendment.

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 10

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Two Hundred Sixteen (216) units have been sold and closed. Nine (9) units are under Contract of Sale and Fifty-two (52) units are in the process of construction.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1990, has been presented as prepared by Hall and Murphy under date of March 12, 1991.

There has been a slight increase in the Budget due to increased costs that does not increase the Association charges, which is evidenced by Schedule A, attached to this amendment.

As of May 24, 1990, a Board of Directors was elected by the Homeowners and has been in place ever since. The Directors are as follows: Alan Petrie, Earl Oot, Lynne Hogeland, Lucille Murphy, Timothy Bunn, Arkie Albanese, Chuck Riley, Edward Sabol, Dorothy Namishia, Sharon Fowler and Kim Gilberti

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of Law to provide complete and updated information.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the

5912 North-Burdick Street, East-Syracuse, New-York 13057 315/656-7251

OOT BROS., INC.



SCHEDULE A

PROJECTED SCHEDULE OF RECEIPTS AND EXPENSES

ERIE VILLAGE HOMEOWNERS ASSOCIATION, LTD.

COMMENCING JULY 1, 1991

PROJECTED INCOME

Maintenance Charges

(\$1,176. Per Home Per Year Payable Monthly,
Based on 216 Homes)

\$254,016.00

PROJECTED EXPENSES

Ground Maintenance	(2) & (4)	68,908.64
Snow Removal	(3)	9,000.00
Refuse Removal	(5)	54,313.20
Insurance	(6)	34,546.14
Accounting & Supplies	(7)	1,225.00
Legal	(8)	500.00
Home Exterior Maintenance	(9)	72,636.63
Real Estate Taxes	(10)	1,797.67
Maintenance of Lake, Drainage, Channels, Swales	(11)	1,600.00
Lighting	(12)	7,566.50
Contingencies	(13)	10,328.78
Monitored Smoke & Fire Pro- tection	(14)	12,493.44
		<hr/>
		274,916.00

* One-time maintenance contracts to be taken
from contingency fund.

20,900.00

\$254,016.00



5912 North Burdick Street, East Syracuse, New York 13057 315/656-7251

OOT BROS., INC.



June 28, 1991

Erie Village Homeowners Association, Ltd.
East Syracuse, NY 13057

Gentlemen:

The following information is given to support the budget year commencing July 1, 1991.

1. Special one-time ground maintenance contracts were let to bring the grounds to an acceptable level. Since this was a nonrecurring expense it was agreed to use contingency funds to offset these items.
2. Oot Bros., Inc., has agreed to do the snow removal, using the average of the last two years as an estimate.
3. The insurance and monitoring fees have been contracted for the budget year, as indicated.
4. Negotiation with the Town of Manlius Tax Assessor's office indicates that restructuring the tax bases will allow for a reduction in taxes on the common area.

Very truly yours,

A large, stylized handwritten signature in dark ink, appearing to read 'J. P. Maynard'.

J. P. MAYNARD,
Controller

jpm/v



FOOTNOTES TO MAINTENANCE SCHEDULE

1. In addition to income presented on this Schedule, each Purchaser will be required to contribute \$100.00 to the Association's Reserve Fund at closing.
2. & The Association will be responsible for the Grounds
4. Maintenance, including maintenance of the private roads and driveways to the individual houses.
3. The Association will be responsible for snow removal from driveways and common area walkways. Homeowners will be responsible for clearing snow from the walkways leading to their units. The Homeowners Association has advised that there will be no change in this expense.
5. The Homeowners Association has advised there has been no increase in the rubbish removal contract.
6. The Homeowners Association has advised that the insurance in existence will continue at the same cost and will not be changed during the coming year.

7., 8., 9., & 11.

The Homeowners Association has advised that there will be no change and will continue at same cost and will not be

changed during the coming year.

10. The Town of Manlius Tax Assessor's office indicates that restructuring the tax bases will allow for a reduction in taxes on the common area.
12. The Homeowners Association has advised there will be no change in the lighting and pumps for the coming year.
13. One-time maintenance contracts will be taken from the contingency fund. See letter of Controller dated June 28, 1991. ✓
14. The Homeowners Association advises there will be no increase in the monitoring with Newchannels. See letter of Controll dated June 28, 1991.

SCHEDULE B

FINANCIAL DISCLOSURE as required by the Department of Law to provide complete and updated information.

1. There are will be 500 units in Erie Village, including the unsold units.
2. Unsold units do not bear a common charge until they are conveyed to the Purchasers. All costs associated with unsold units, including maintenance, fire and liability insurance are paid by the Sponsor prior to conveyance to the ultimate customer.
3. The aggregate monthly rents received from tenants of all units owned by the Sponsor is for Unit 124 and Unit 352. These units are the only units that any of the Sponsors have individual control of and are renting on a month to month basis. The renters pay their own respective charges.
4. There are no financial obligations to the Homeowners Association that will become due within the next twelve (12) months from the date of the amendment other than the common charges for Units 124 and 352, including but not limited to reserve and working capital fund payments and payments for repair and improvement obligations.
5. A mortgage is owing to Merchants National Bank and Trust Company of Syracuse, 216 South Warren Street, Syracuse, New York 13202. This mortgage has interest only payable monthly at the rate of 10 1/2% per annum with payments of \$9,000.00 due upon the sale and closing of each of the units to the ultimate purchaser. This loan matures when all of the payments are made in accordance with the paydown of \$9,000.00 per unit as closed.
6. The Sponsors have adequate resources in their own name to meet any financial obligation to the HOA, including common charges, reserves, working capital fund payments and payments for repair and improvement obligations.
7. The Sponsor of all unsold units is current on all financial obligations under the Offering Plan, including, but not limited

to, maintenance or common charges, reserve or working capital fund payments, assessments, and payments for repairs or improvements promised in the plan. The Sponsor of unsold units is current on payments of underlying mortgages and loans for which units have been pledged as collateral or mortgaged. The Sponsor, as owner of unsold units, is current with regard to all obligations and has not in the past had past due accounts during the year prior to the filing of the amendment.

8. The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

9. Sponsor Earl L. Oot is also Sponsor in a Homeowners Association filed with the State of New York with regard to Bacon Hill Homeowners Association. This HOA exists for the sale of lots only and does not have any structures constructed until after the closing and passing of title. The Sponsor and principal in the foregoing Bacon Hill Homeowners Association are current in all financial obligations as an individual, general partner or principal.

10. The Sponsor is no longer in control of the Board of Directors having relinquished control of the Homeowners Association on July 1, 1989.

The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

The Sponsors have no other interest in other buildings covering by Offering Plans with relation to unsold units or as general partner or principal of the Sponsor or holder owning more than ten percent (10%) of the units.

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

REVISED AMENDMENT NO. 11

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Two Hundred Thirty-five (235) units have been sold and closed as of June 30, 1992. Forty-nine (49) units are under construction. There are Eight (8) units under Contract of Sale.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1991, has been presented as prepared by Hall and Murphy, under date of May 13, 1992.

The Sponsors are no longer in control of the Board of Directors as of August 1, 1991. A new Board of Directors was elected by the Homeowners and has been in place ever since. The Directors are as follows: Lynne S. Hogeland, Earl L. Oot, Dorothy Namisha, Judy Miller, Sharon Fowler, Marcia Philipp, Mary Jane Harris, Nina Lewis, Oliver Hinkley, Ed Sable and Alan Petrie.

There has been no increase or decrease in the Association charges (Schedule A, attached hereto).

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of

Law to provide complete and updated information.

The Plan with regard to Paragraph 17 of the proposed Purchase Offers is amended and modified to read as follows: "TRUST FUNDS: Such funds will be held as trust funds pursuant to Section 352(h) and Section 352(e)(2) b of the General Business Law, in a special account entitled, SUZANNE E. OOT, ESQ., as Escrow Agent in The Merchants Bank, East Syracuse, NY. (See Amendment #11 to the Offering Plan for further details)", pursuant to the Escrow Trust Fund Model Amendment, with Escrow Agreement, attached and made a part hereof as Exhibit A.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 22nd day of July, 1992.

OOT BROS., INC.

By: Earl L. Oot
Earl L. Oot, President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 22nd day of July, 1992, before me personally came EARL L. OOT, to me known, who, being by me duly sworn, did depose and say that he resides in Fayetteville, NY, that he is the President of OOT BROS., INC., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, and that he signed his name thereto without seal.

James J. Hates
Notary Public

Notary Public
My Commission Expires 11/30/93

ERIE VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO OFFERING PLAN

AMENDMENT NO. 12

The following is a statement of the Amendment as it relates to the Offering Plan already filed with the Department of Law of the State of New York.

Two Hundred Fifty-four (254) units have been sold and closed as of March 30, 1993. Twenty-eight (28) units are under construction. There are Eight (8) units under Contract of Sale.

The Financial Statement of Erie Village Homeowners Association, Ltd., as of December 31, 1992, has been presented as prepared by Hall and Murphy, under date of March 9, 1993.

The Sponsors are no longer in control of the Board of Directors as of August 1, 1991. A new Board of Directors was elected by the Homeowners and has been in place ever since. The Directors are as follows: Lynne S. Hogeland, Earl L. Oot, Dorothy Namisha, Judy Miller, Sharon Fowler, Marcia Philipp, Mary Jane Harris, Nina Lewis, Oliver Hinkley, Ed Sable and Alan Petrie.

There has been no increase or decrease in the Association charges (Schedule A, attached hereto).

Attached to this amendment, as Schedule B, is a statement concerning Financial Disclosure as required by the Department of Law to provide complete and updated information.

The Plan with regard to Paragraph 17 of the proposed Purchase Offers is amended and modified to read as follows: "TRUST FUNDS: Such funds will be held as trust funds pursuant to Section 352(h) and Section 352(e)(2) b of the General Business Law, in a special account entitled, JOHN W. STEINBACH, as Escrow Agent in Onbank & Trust Co., East Syracuse, NY. (See Amendment #11 to the Offering Plan for further details)", pursuant to the Escrow Trust Fund Model Amendment, with Escrow Agreement, attached and made a part hereof as Exhibit A.

The Offering Plan is still in full force and effect.

There are no other facts or circumstances affecting the Homeowners Association.

IN WITNESS WHEREOF, the undersigned Sponsor has duly executed this Amendment this 3rd day of March, 1993.

OOT BROS., INC.

By: Earl L. Oot
Earl L. Oot, President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 3rd day of March, 1993, before me personally came EARL L. OOT, to me known, who, being by me duly sworn, did depose and say that he resides in Fayetteville, NY, that he is the President of OOT BROS., INC., the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, and that he signed his name thereto without seal.

Ann J. Gates
Notary Public

ANN J. GATES
Notary Public
11/30/93

SCHEDULE A

ERIE VILLAGE HOMEOWNERS ASSOCIATION

EVHOA92.

PROPOSED BUDGET

7/1/92-6/31/93

ESTIMATED INCOME

\$276,360

Number of units 235
 \$98 monthly x 12 = \$1,176 each

ESTIMATED EXPENSES

Snow Removal		\$10,000
Refuse Removal	11.78 each	\$33,220
Insurance		\$40,000
Accounting and Supplies		\$2,000
Legal		\$500
Home Exterior Maintenance	29.54 each	\$83,303
Real Estate Taxes / Taxes		\$4,775
Maintenance of Lake, Drains, etc		\$988
Lighting		\$3,525
Contingencies	3.55 each	\$10,000
Monitored	5.24 each	\$14,785
Ground Maintenance		\$73,264
Core Aeration - 2x	5,671	
Gardening -- Labor and Mall	9,250	
Lawn Fertilizing - 2x	4,280	
Lawn Mowing / shrubs - 30X	6.25 each	44,063
Estimates for Pump Repair & Misc.		10,000

TOTAL

\$276,360

Lynne S Hogeland
 District Treasurer

**ERIE VILLAGE HOMEOWNERS ASSOCIATION
BUDGET BASIS**

	Proposed Budget 1990-91 200 units	Actual 1990-91	Proposed Budget 1991-92 216 units	Estimated Actual 1991-92	Proposed Budget 1992-93 235 units
ASSESSMENT	235,200	248,775	254,016	285,609 E	276,360
UNRESTRICTED					
Snow Removal	21,600	5,448	9,000	12,070 F	10,000
Ground Maintenance	50,640	83,820	68,909	63,109 E	73,264
Refuse Removal	25,440	44,561	54,313	42,659 E	33,220
Insurance	37,584	36,953	34,546	37,176 E	40,000
Accounting and Supplies	816	2,884	1,225	1,384 F	2,000
Legal	672	1,359	500	0 F	500
Real Estate Taxes / Taxes	4,200	3,667	1,798	4,226 E	4,775
Maintenance of Lake, Drains, etc	1,344	631	1,600	732 E	988
Lighting	5,952	5,434	7,567	3,235 F	3,525
Monitored	10,800	9,873	12,493	12,654 E	14,785
Contingencies	11,760		10,329		10,000
SUB	170,808	194,630	202,280	177,245	193,057
RESTRICTED					
Long Term	64,392		72,637		75,730
Annual Repairs	0		0		7573
SUB	64,392		72,637		83,303
TOTAL	235,200		274,917		276,360
	0		20,901		0

*Lyons Highland
Erie Village*

ERIE VILLAGE - BASIS FOR 1992-93 BUDGET

55% CONTRACTUAL BASIS \$151,269

Ground Maintenance:		
Core Aeration - 2x	\$5,671	Contract
Gardening - Labor and Matl	\$9,250	Contract
Lawn Fertilizing - 2x	\$4,280	Contract
Lawn Mowing / shrubs -30X	\$44,063	Contract
Refuse Removal	\$33,220	Contract
Insurance	\$40,000	Contract
Monitored	\$14,785	Contract

15% HISTORICAL BASIS \$41,788

Snow Removal	\$10,000	Estimate from last years' costs
Contingencies	\$10,000	Estimate from last years, 5% of unrestricted acct 1991-2 Actuals plus 10%
Ground Maintenance:		
Pump Repair and Misc.	\$10,000	\$9000 + 900
Maintenance of Lake, Drains, etc	\$988	Estimate from last years' costs
Lighting	\$3,525	Estimate from last years' costs, 9% Incr
Real Estate Taxes / Taxes	\$4,775	30% of Interest Income + property tax bill
Accounting and Supplies	\$2,000	Estimate from last years' costs
Legal	\$500	Average of last years' costs
		Estimate from last years' costs

0% PROJECTIONS \$83,303

Home Exterior Maintenance	\$83,303	See separate worksheet Increased by 10% to cover ongoing building maintenance which had not been accounted for previously
---------------------------	----------	--

100% TOTAL \$276,360

*Lynne S Hogeland
EVHOA Treas.*


MEMORANDUM TO SCHEDULE A

It should be noted that the attached Schedule A has been prepared by Lynn S. Hogeland, who served the past year as Treasurer of the Erie Village Homeowners Association.

She is a computer analyst and has reviewed the records for the past years. As a result of that, she has compiled the Budget as set forth.

It should be noted that the Sponsor is no longer in charge of the affairs of the Homeowners Association; that the Board of Directors now manages the Budget and the payment of expenses relative to the Homeowners Association. In the review of the items, she has referred to on the second page of the analysis, to certain contracts that are now in existence covering Ground Maintenance, Refuse Removal, Insurance and monitoring of the units. She has based her analysis on actual expenditures for the past few years and relates to the proposed Budget for the forthcoming year.

All of the items marked as "Contract" were negotiated with the Board of Directors of the Homeowners Association and are on file with their records.



Earl L. Oot, President of Oot Bros., Inc.
Sponsor